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ALAMEDA COUNTY

JAN 31 2017

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SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

CLERK OF THE SUPERIOR COURT

By

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United States District Court
SUPERIOR COURT OF CALIFORNIA
Northern District of
COUNTY OF ALAMEDA
California

CARL RENOWITZKY

Plaintiff

Vs.

Case No:

RG16805700

Complaint for LIBEL

C17- 0491

ABC 7 NEWS, ABC 30 ACTION NEWS,
MICHAEL FINNEY, CHRISTINE PARK,
ALL PERSONS UNKNOWN CLAIMING
ANY LEGAL OR EQUITABLE RIGHT,
TITLE, ESTATE, LIEN OR INTEREST IN
THE PROPERTY DESCRIBED IN THE
COMPLAINT ADVERSE TO PLAINTIFF'S
TITLE, OR ANY CLOUD ON PLAINTIFF'S
TITLE THERETO; AND DOES 1-100,
INCLUSIVE

Defendants

TO THE HONORABLE JUDGE OF THE SUPERIOR COURT OF CALIFORNIA COUNTY OF
ALAMEDA, ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:PARTIES

1. Plaintiff, Carl Renowitzky (hereafter "Plaintiff"), is an individual who, at all relevant times during the events alleged herein, resided in the County of Alameda.

2. Defendants ABC 7 News, ABC30 Action News, Michael Finney, Christine Park, (hereinafter

1 "ABC News"), at all times relevant hereto has conducted business in County Alameda. ABC News was
2 aware of this act of character assassination before it was conducted. When ABC News was confronted
3 with the news of this outrageous action, their Program Director did not disown it and indeed ratified these
4 actions by his inaction in the face of these actions and thus adopted them as his own acts.

5
6 3. Defendant Christine Park, (hereinafter "Park"), was a reporter with ABC30 News on or about
7 February 9, 2010 and was the reporter that wrote the article entitled "One Home, Two Families, and a
8 Company in the Middle" (hereinafter "Article 1") Article 1 which Defendant Park wrote on or about
9 February 9, 2010 was intended to tarnish Plaintiff's reputation and ultimately destroy his business.

10 A copy of Article 1 is attached hereto and marked as Exhibit "A".

11
12 4. Defendant Michael Finney, (hereinafter "Finney"), was a reporter with ABC 7 News on or about
13 May 14, 2010 and was the reporter that wrote the article entitled "Homes Signed Away in Suspected
14 Foreclosure Scam" (hereinafter "Article 2"). Defendant Finney's article of May 14, 2010 was intended
15 to tarnish Plaintiff's reputation and destroy his business. A copy of Article 2 is attached hereto and
16 marked as Exhibit "B".

17
18 5. Defendant ABC News is a formed corporate entity responsible for compliance with applicable
19 laws, and is responsible for the acts committed by other employees, directors, managers involved in
20 defaming Plaintiff's character.

21
22 6. Defendants ABC News at all times relevant hereto was has conducted business in the County of
23 Alameda. Defendants were aware of this act of character assassination before it was conducted.
24 When ABC News was confronted with the news of this outrageous action, their Program director did
25 not disown it and indeed ratified these actions by his inaction in the face of these actions and thus
26 adopted them as his own acts.

27
28 7. Defendants are a corporate entity responsible for compliance with applicable laws, and
is responsible for the acts committed by their employees, directors, managers involved in defaming

1 plaintiff Renowitzky's character.

2 8. The true names and capacities, whether corporate, associate, individual or otherwise of defendants
3 DOES 1 through 100, inclusive, are unknown to plaintiff, who therefore sues said defendants by such
4 fictitious names. Each of the defendants designated herein as a DOE is legally responsible in some
5 manner for the events and happenings herein referred to and caused injuries and damages proximately
6 thereby to plaintiff, as herein alleged. Plaintiff will seek leave of Court to amend this Complaint to show
7 their names and capacities when the same have been ascertained.
8

9 9. At all times mentioned in this complaint, unless otherwise alleged, each Defendant was the agent,
10 partner, or employee of every other Defendant, and in doing the acts alleged in this complaint, was acting
11 within the course, scope and authority of that agency, partnership, or employment, and with the
12 knowledge and consent of each of the other Defendants.
13

14 GENERAL ALLEGATIONS

15
16 10. This is an action for damages based upon a calculated act of character assassination conducted
17 by ABC NEWS against Plaintiff Carl Renowitzky, a man who had the courage to help countless
18 homeowners during a distress market on or about 2006 thru 2010.

19 11. Defendants typically distorted actual facts or statements or simply took statements out of
20 context to make their meaning derogatory. For example, when someone Google's or Yahoo's Mr.
21 Carl Renowitzky name the first thing that appears is "Foreclosure Scam" Nonetheless, Defendants
22 published the false and defamatory statement with the intent to harm Plaintiff's reputation so that
23 the public would be less likely to believe his business practices were honest.
24

25 12. Because of the intense local, statewide, national, and even international media and public
26 view on the World Wide Web on or about February 9, 2010 thru May 14, 2010 and continue to be posted
27 today, the false statements in Exhibit "B" had an enormous circulation throughout the world through
28

1 Defendants internet media posting.

2 13. This widespread dissemination of these utterly false statements has caused and will continue
3 to cause Mr. Renowitzky enormous financial and emotional damages and have placed an indelible stain
4 on his reputation. In all U.S. news viewed and or listen by the public we are subject to be programed.
5 "in order to condition human behavior it is necessary to get control of stimuiles early in childhood
6 and to maintain this control throughout life" Dr. Timothy Leary.
7

8 14. The turn of events not mentioned in the news reporters story is common behavior practiced of
9 Defendants news reporters which is intentionally one sided work as they are not reporting independently.
10 All major reporting stations in this great country edit all stories before broadcasting, by an individual with
11 a title of Program Director. The word "program" is exactly what their role and purpose is. Recently I
12 seen two Asian toddlers speak clear and correct mandarin dialogue but upon them viewing out the BART
13 train window at a McDonald's the programed toddlers turned into little monsters demanding mommy to
14 take them to the clown's establishment.
15

16 15. The mortgage loans in the story reported regarding Plaintiff, were created by very brilliant evil
17 business minds who intentionally created these mortgage loans as doom to fail financial products per the
18 conspired plot against homeowners nationwide. There were no services available at the time to help
19 families who were deceived and programed out of the trap. These families were programed into
20 believing it was their fault because they signed up for these doom to fail mortgage loan products but
21 couldn't maintain their financial obligations.
22

23 16. The prejudice intentional trap conspired against hardworking families for the American Dream was
24 just one big lie. These mortgage loan products made balances higher during the life of the loan instead
25 of decreasing the mortgage loan. In many cases the monthly mortgage payments creaped twice the
26 amount in the first 2 or 3 years. These hard working people who pay almost all taxes in the U.S. were
27 given a false dream. Their dream homes quickly became upside down, owing much more than the true
28

1 values. Real Estate Agents were used to making easy money off their easy prey because these people
2 trusted them and the banking industry as programed to do.

3 17. During this course in history many hard working families never seen their little ones grow up,
4 in order to maintain the norm which was a lie. Our universities have programed individuals to careers
5 that only allow them to maintain a false dream. The truth told will drive those insane that conspired the
6 evil scheme. When the time came to assist homeowners who invested the most into our economy,
7 no one was there to help. It was extremely too much work for the lazy real estate agents to conceive.
8 Almost all had no clue what a "Short Sale" transaction was; no modification programs were in place.
9 Many mortgage lenders were busy shredding documents and covering their asses from the fraud they
10 committed.

11
12 18. The mortgage industry was flipping their servicing rights if they even had any, the conspired
13 scheme went as planned, allowing the few big banks left today to unjustly enriched themselves by them
14 fabricating fraudulent counterfeit Assignments of Deeds of Trust/Mortgage instruments. With these
15 fraudulent Assignment Mortgage instruments they have enforced false claims and wrongfully foreclosure
16 without any legal standing. The few big banks left were always winning, but had no departments to assist
17 with the issues at hand. They maintained aggressive debt collectors with titles as "Customer Service
18 Reps," to extract mortgage payments from any available resource of these hard working families.

19
20 19. As part of the conspired plot these few big banks had already created a service corporation allowing
21 them to counterfeit mortgage instruments and file them deceiving the public of the long standing real
22 estate laws in place. The corporation was named Mortgage Electronic Register Systems, Inc.,
23 (hereinafter "MERS"), and its only purpose was to fabricate counterfeit instruments to fill gaps missing
24 in the broken chain of titles with homes that had their doom to fail mortgage liens.

25
26 20. A small concern group went to work negotiating for families with whoever claimed
27 to have the servicing rights to these toxic mortgages. Many families desired to be homeowners and
28

1 qualified to purchase the homes in trouble. The transaction most of the time only needed the banks to
2 accept the discounted payoff's based on current market values. A qualified family was in place
3 with a fixed mortgage willing and able to pay off the debt.

4 21. United Investments proposed settlements, and helped families get out of debt, and helped families
5 purchase these properties. The lender should have been happy to receive a payoff, but most of the time
6 refused as their intentional plot of fraud was not complete. The fact was the proposed payoff packages
7 weren't viewed and the concern group "hand walked" many of the packages directly with very few
8 getting approved. The many families that intended to pay off the loans simply just took over the debt
9 from United Investments who acquired the properties by assuming the existing mortgage loan
10 "subject to" the existing terms of the loan.
11

12 22. The transactions were conducted as bonafide real estate purchase transactions by the recordation
13 of the Grant Deed in United Investments name. United Investments created a last resort solution that
14 was not there for these homeowners and the many families that desired to purchase or sell these homes.
15 The "Concern Group" was not just in business to make a profit, but offered a solution that was not there
16 by assisting and educating homeowners that they could get out of the toxic doom to fail mortgage loans.
17

18 23. United Investments received title to the property "subject to" the toxic mortgage's. California Law
19 for Debt Collection of Mortgage Loans in almost all cases fall under a law called: One Action Rule,
20 California Civil Code Procedure Section 725a-730.5. The One Action Rule States:
21

22 "A mortgage lender can only go after the property in default or the individual but only one."

23 Banks and lenders always choose the real property mainly because there are no court filings to foreclose.

24 24. United Investments purchased the property for whatever was owned on the mortgage debt; the seller
25 was able to sell the upside down property which allowed them a bonafide purchase of the real property
26 without the homeowner creating a lost to the lender. In many cases a lost by the homeowner thru
27 short sale and/or foreclosure would trigger a tax bill (1099) for the loses the bank received. United
28

1 Investments allowed the exposed homeowners to sell the property for what was owned which would
2 be extremely over financed, sometimes a few hundred thousand "upside down."

3 25. These hardworking families who invested so much into this great country in taxes would receive
4 a tax bill from the bank for income never earned if they defaulted on the toxic loans. United Investments
5 was in the business of purchasing and selling real estate allowing them to offset the losses, but the
6 families with the upside down mortgage could not, making them liable to receive a 1099 tax bill.
7 United Investments was able to sell many properties these banks refused payoffs, by simply reselling
8 these homes "subject to" the existing toxic loans to new families that were fully disclosed of the
9 assumed mortgage.
10

11 26. United Investments in almost every transaction allowed banks to accept partial payment to
12 reinstatement the mortgage from the new homeowners allowing foreclosure action to cease. The
13 new homeowners that were able to maintain their homes benefited as the market increased in value
14 allowing them to refinance and payoff the assumed debt. These banks simply needed time to commit
15 all of the many acts of fraud that go thru just one mortgage instrument against a real property.
16 Lastly as part of the big banks conspired plot they would attempt to unjustly enriched themselves with
17 the homeowners' real property.
18

19 27. Each transaction United Investments entered was individually concerning to them in finding a
20 solution for all parties to walk away happy and free. When the values of real estate property came down
21 like a B-52 Bomber dropping bombs at its highest peak almost reaching outer space, this was a time in
22 history that offered no solutions. Many hardworking folks exhausted their nest eggs, personal savings,
23 children's education funds, retirement etc. United Investments assisted many families from throwing
24 good money at something that was created to make them fail with being creative in different situations.
25 The collection actions against homeowners who were targeted to extract everything they had and even
26 their homes, gave this "Concerned Group" purpose to exist.
27
28

1 28. With anything new there is skepticism and when the "Concern Group" educated hardworking
2 families that they can get out of debt, those that stand to lose any profits in their scheme have great
3 concerns. United Investments allowed many families life's to go on. The Defendants were looking for a
4 mortgage story and someone to blame for the real estate crash and the banks in their eyes could do no
5 wrong. The "Concerned Group" called United Investments created solutions that helped distressed
6 homeowners free themselves of the toxic doom to fail mortgage loans they were trapped in at the time.
7

8 29. The Defendants news of false facts pushed for a continued story, and wanted drama so they pushed
9 the California State Attorney General to Investigate which then directed the local District Attorney to act.
10 The many fiery darts thrown at United Investments could not land on its target namely because all actions
11 were within the four walls of the law. United Investments knew most homeowners they assisted never
12 had a chance and were doom to fail; now many agree. A new U.S. President came into office with great
13 concern for families and created a modification program that was needed.
14

15 30. The banks didn't honor their agreements only after depleting funds from the Tax payers. The
16 U.S. attorney general and the larger State Attorney Generals were forced to file class action suits
17 against these banks, proving and winning every case. The current California State Attorney General has
18 recently passed the California Homeowners Bill of Rights Statute which these big banks do not honor and
19 violate every law written, mainly because its more profitable to commit these crimes then follow existing
20 home owner's protection laws. United Investments was needed at a time in history when no other options
21 were available to homeowners that were induced to sign-up for the toxic doom to fail mortgage loans.
22

23 That is the untold story.
24
25
26
27
28

JURISDICTION AND VENUE

31. The Court has personal jurisdiction over the defendants because they are residents of and/or doing business in the State of California.

32. Venue is proper in this county in accordance with Section 395(a) of the California code of Civil Procedure because the Defendants, or some of them, reside in this county, and the injuries alleged herein occurred in this county.

CAUSE OF ACTION LIBEL AGAINST ALL DEFENDANTS)

33. Plaintiff re-alleges and incorporates by reference each and every allegation contained within this entire complaint fully set forth herein. Libel today is defined as a defamatory publication communicated "by writing, printing, picture, effigy, or other fixed representation to the eye." (Civ. Code, § 45, italics added.)

34. On or about February 9, 2010 thru May 14, 2010, Defendants and Does 1 through 100, began maliciously distributing false, defamatory, and disparaging messages about Plaintiffs. These messages, authored and published by Defendants, and continue today by them posting on their website, and distributed through several other channels. Some of these messages were also republished on other websites and blogs.

39. The above-mentioned alleged news story was published and republished maliciously with the specific intent to harm the Plaintiff and to advance and protect the commercial activities of Defendants and the banks that have and continue to commit felonies daily in this county and walk freely.

40. Defendants, and each of them, and their officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, each of the acts set forth herein. Defendants, and each of them, are liable for the libelous, fraudulent, oppressive, and malicious acts of their "alternate entities", and each of them, and each Defendants' officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and

1 had full knowledge of, or should have known of the acts of each of their "alternate entities" as set forth
2 herein.

3 35. Defendants have actively and aggressively distributed false and defamatory information about
4 Plaintiff to thousands of individuals in around the United States, including persons in the State of
5 California, and around the world. The object of these activities is to destroy the Plaintiffs' good reputation
6 and to make him an object of ridicule, hatred, and personal attack.
7

8 36. At various times, in various combinations, the Defendants conspired with each other to engage in
9 the acts as alleged in this complaint. Plaintiffs' ability to pursue their professional practices depend
10 entirely on their reputation for competence, credibility, and honesty. The Defendants, deliberately,
11 and with actual malice, disseminated false, defamatory, and malicious statements.
12

13 37. Plaintiff learned about the first libelous media story on or about February 9, 2010 and learned of
14 others subsequently, which are still actively online today. Defendants are well aware that Plaintiff regard
15 their news story as inaccurate and defamatory. A representative for United Investments provided the
16 requested details and facts, Defendants have not reported the truth as everything that was predicted to
17 happen with these toxic mortgage loans became true today.

18 38. Defendants' news media and internet news publications present a mixture of statements intended
19 to make Plaintiff an object of ridicule and to bring him public and personal humiliation. The large number
20 of factual errors, incorrect speculations, innuendo, and out-and-out false statements contained in said
21 news publications indicate that Defendants and those who republished Defendants' statements failed to
22 investigate and report the true facts as we now know today prior to publishing, and shows a reckless
23 disregard or concern for the truth of said statements.
24

25 41. Defendants published the false statement that Plaintiff Carl Renowitzky conducting a
26 Foreclosure Scam which is not true. Plaintiff's cease and desist notices were quickly
27 resolved by contracting with a license California Real Estate Broker and was never charged
28

1 with a crime.

2 42. The Plaintiff holds' that the written defamatory news story published by means of the
3 Internet are properly characterized as libel. Defendants published these false and defamatory
4 statements with constitutional malice in that Defendants knew that the statements were false, or
5 acted with reckless disregard for the truth of these statements.
6

7 43. Plaintiff is entitled to general damages for his loss of reputation, shame, mortification, hurt
8 feelings, and emotional distress in accordance with proof at trial. Defendants had made untrue
9 statements expressing or implying as a fact on more than three of their internet sites.

10 44. The Defendants actions constitutes defamation. Defamation is an invasion of the interest in
11 reputation. (Smith v. Maldonado (1999) 72 Cal.App.4th 637, 645.) Libel is one of the two forms
12 of defamation, is defined as a false and unprivileged publication "which exposes any person to hatred,
13 contempt, ridicule, or obloquy, or which causes him to be shunned or avoided, or which has a tendency
14 to injure him in his occupation." (Civ. Code, § 45.) Plaintiff is entitled to special damages for the
15 damage done to his property, business, trade, profession, or occupation, including amounts of money
16 Plaintiff expended and have lost as a result of the Defendants' defamatory statements and assertions.
17 In particular, these false and defamatory statements have and will make it very difficult for Plaintiff to
18 obtain future business.
19

20 45. Defendants' messages stood out from the internet search of Plaintiff's name, and were
21 especially vituperative personal attacks. As a direct result of Defendants' wrongful acts, Plaintiff
22 has suffered emotional distress and other damage and has suffered an indelible mark on his
23 reputation in an amount to be proven at trial.
24

25 46. The duty of news journalist such as the Defendants is to seek the truth and provide a fair and
26 comprehensive account of events and issues which they did not. Conscientious news journalists from all
27
28

1 media and specialties strive to serve the public with thoroughness and honesty of which the Defendants
2 were completed one sided against the Plaintiff Mr. Renowitzky. The Defendants news journalists should
3 of been honest, fair and courageous in gathering, reporting and interpreting information they reported but
4 did not, they deliberately distorted the news they reported.

6 47. The public was entitled to the truth about the mortgage toxic loans, but instead Defendants made
7 their headline news story and quotations misrepresented. They oversimplify and highlight incidents out
8 of context and distorted the content of news by misrepresenting facts and context of the true story.

10 Defendants failed to recognize an obligation to ensure the public's interest about the subprime mortgage
11 problem and blamed Plaintiff as a result.

13 48. Defendants as news journalist did not act independently instead focused on damaging the credibility
14 of the Plaintiff. Additionally, Defendants weren't accountable to their readers, listeners, viewers and
15 each other, the Defendants simply wanted a story that was one sided by pushing the Authorities to
16 investigate Plaintiff's business practice but could not find nothing to continue their deceptive news
17 reporting drama story. Defendants have refuse to admit mistakes and correct themselves as the whole
18 world now knows the truth about the mortgage bank fraud conducted. The Defendants unethical
19 practices of journalist news reporting did not further those ends by seeking truth and providing a fair
20 and comprehensive account of events and issues.

23 49. The hallmark of a defamation claim is reputational harm. Former United States Supreme Court
24 Justice Potter Stewart wrote in *Rosenblatt v. Baer* (1966) that the essence of a defamation claim is the
25 right to protect one's good name. According to Stewart, this tort "reflects no more than our basic
26 concept of the essential dignity and worth of every human being — a concept at the root of any decent
27
28

1
2 system of ordered liberty." The above-referenced conduct of said Defendants, their "alternate entities,"

3
4 50. The Plaintiff establishes the elements to recover as Defendants news report was "of and concerning"
5 himself not the truth of the matter. Defendants made it a point to show defamatory statements were
6 disseminated to the public by their internet search engine listing Plaintiff's name with the quote
7 "Foreclosure Scam" which establish that the statement in question is defamatory and libel, never
8 mentioning the many families that were helped.
9

10 51. The statements in the Defendants news story is false without any truth to the real story or facts
11 which are verified today. If Defendants truthfully conducted a factual story about Plaintiff
12 Mr. Renowitzky business they would have put the blame on the mortgage banking industry, but no
13 mention of the true facts were ever reported. In other words, the statements now prove to be false which
14 deliberately damaged the reputation of the Plaintiff, which is not protected by free speech and their
15 defamatory statements caused actual injury and special damages.
16
17

18 52. In 1964 with the Court's decision in New York Times Co. v. Sullivan. Unanimously, the Court
19 reversed the lower court's judgment for the Plaintiff. To the contention that the First Amendment did not
20 protect libelous publications, the Court replied that constitutional scrutiny could not be foreclosed by
21 the "label" attached to something. "Like . . . the various other formulae for the repression of expression
22 that have been challenged in this Court, libel can claim no talismanic immunity from constitutional
23 limitations. It must be measured by standards that satisfy the First Amendment." was and is willful,
24 malicious, fraudulent, outrageous and in conscious disregard and indifference to Plaintiffs' rights.
25
26

27 53. Plaintiff, for the sake of example and by way of punishing said Defendants, seek punitive damages
28

1 according to proof. As a direct and proximate result thereof, Plaintiff have suffered the injuries and
2 damages previously alleged. Defendants acted with reckless, willful or callous disregard for Plaintiff's
3 rights and with malice, fraud or oppression toward Plaintiff, thereby entitling Plaintiff to an award of
4 punitive damages in accordance with proof at trial.
5

6 WHEREFORE, plaintiff requests judgment against defendants as follows.

- 7
- 8 1. For general damages according to proof;
 - 9 2. For special damages according to proof;
 - 10 3. For exemplary and/or punitive damages;
 - 11 4. For plaintiff's cost of suit; and
 - 12 5. For such other relief as the court may deem just and proper.

13 permanent injunction.
14

15
16 Dated: 29 Feb 2016

17
18
19 By: Carl Benowitzky
20 Pro Se Litigator
21
22
23
24
25
26
27
28

VERIFICATION

I, Carl Renowitzky, am the Plaintiff in the above-entitled action. I have read the foregoing Complaint and know its contents. The same is true of my own knowledge, except as to those matters that are alleged on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1 February 17
This ~~29~~ day of February, 2016

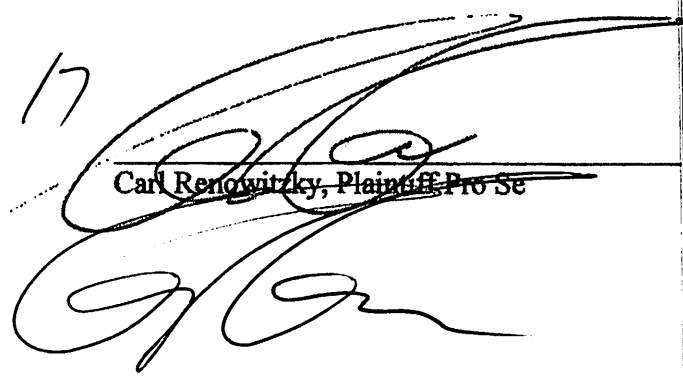

Carl Renowitzky, Plaintiff Pro Se

EXHIBIT A



ONE HOME, TWO FAMILIES, AND A COMPANY IN THE MIDDLE

abc 30 | G+1 |

February 9, 2010 12:00:00 AM PST

By Christine Park

CLOVIS, Calif. -- Several Valley families say a foreclosure business left them out of their homes and out thousands of dollars. For 10 years, 1162 Filbert Avenue in Clovis belonged to Robert and Christella Sanchez. Bertha Aguilar says it was supposed to be her dream home too. Aguilar: "We really thought it was going to be our home, it was really a nice house. Big." Instead, in June 2009 the bank took it over and both families blame Carl Renowitzky and his Hayward company CAA International also doing business as United Investments.

In May 2008 the Sanchezes, facing foreclosure, say they contacted United Investments which promised to "short sale" the home for them if they signed over the deed to their home and moved out. So they did.

Then in December 2008 the Aguilars moved in as renters. They say United Investments advertised the home as a "rent to own" opportunity, a way to get into the housing market for cheap. The Aguilars say the company told them to ignore the foreclosure notices that kept appearing at the house. Aguilar: "We had never bought a home before, so we're working with them thinking they're a legitimate company. Trusting them and this happens." The foreclosure process, which the bank had started six months before the Aguilars ever moved in, was finalized and they were evicted: "They never applied any of our payments to the mortgage. Nothing was applied. I paid a deposit, all together I paid them like \$5600."

Action News has learned the same thing happened at a home in Sanger, another one in Visalia, another home in Modesto, and several others in the Bay Area.

Arnel Reyes says in September 2008 he signed over his deed and paid \$500 of a \$2,000 fee to United Investments to try to save his Bay Point home from foreclosure and to protect his credit. Reyes: "They said if they couldn't save it, they would foreclose under their name, not our name. Basically I spent \$500 for nothing so it came around, it still foreclosed under my name, my wife's name, and we still got hit with 7 years, 10 years of bad credit at this point."

We contacted the Fresno County District Attorney's financial crimes division. Real estate fraud attorney Sydney Ricks questions whether the company ever actually owned the homes if it never took over the loans, just the deeds: "They're trying to legitimize the rental to say look, we actually own the house so we can rent it out. However if the house is in foreclosure or being foreclosed on, the grant deed is really useless."

We tried contacting Carl Renowitzky, the owner of CAA International, doing business as United Investments. The company's business license with the city of Hayward expired in December of 2007. And in 1999 the California Department of Real Estate ordered Renowitzky to desist and refrain from the real estate business for operating without a license. The sign on United Investments' office in Hayward now reads "Property Group."

A man named James Bennett returned our call, saying United Investments is no longer doing business and the owner, Carl Renowitzky no longer works there, but he did offer an explanation to former clients. He insisted United Investments did own the homes and the grant deeds gave the company the legal right to act as a landlord. He said the renters who wanted to "own" just didn't end up qualifying as buyers.

He went on to say the company wasn't trying to take advantage of any homeowners... That clients signed affidavits clearly stating that their loans were not being assumed and that foreclosure was still a possibility.

But housing rights attorney Maeve Elise Brown took a look at the contract and found problems: "A homeowner might believe that he or she is avoiding damage to their credit, is coming away with a guaranteed short sale of the property."

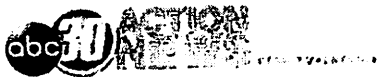
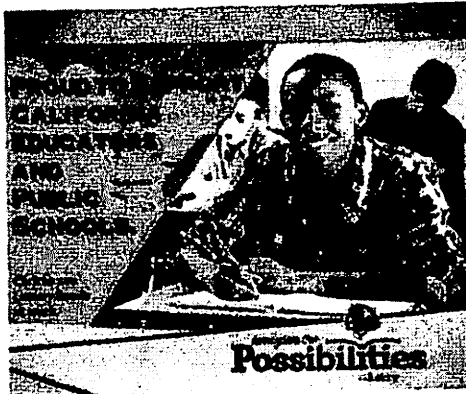
As both the owners of the homes and the people who rented them found out... nothing was guaranteed.

5 Tips to Avoid Being Scammed

1. **Don't pay up-front fees.** Foreclosure consultants are prohibited by law from collecting money before services are performed.
2. **Don't ignore letters from your lender or loan servicer.** Responding to those letters is your best bet for saving your house.
3. **Don't transfer title or sell your house to a "foreclosure rescuer."** Beware! This is a scam to convince homeowners they can stay in the home as renters and buy their home back later. It might also be part of a fraudulent bankruptcy filing. Either way, a scammer can then evict the victim and take the home.
4. **Don't pay your mortgage payments to anyone other than your lender or loan servicer.** Mortgage consultants often keep the money for themselves.
5. **Never sign any documents without reading them first.** Many homeowners think that they are signing documents for a loan modification or for a new loan to pay off the mortgage they are behind on. Later, they discover that they actually transferred ownership of their home to someone who is now trying to evict them.

Are you a victim of real estate fraud? To file a complaint with the California Attorney General's Office:
<http://ag.ca.gov/loanmod>

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HOMES SIGNED AWAY IN SUSPECTED FORECLOSURE SCAM

A local company deceived homeowners to sign away their title in a foreclosure scam.



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May 14, 2010 12:00:00 AM PDT

By Michael Finney

Dozens of distressed Bay Area homeowners say they have been lured into signing away their homes to a company offering to help them. A seven-month 7 On Your Side investigation has uncovered what happens to many of these homeowners after they sign on the dotted line.

This story shows just how vulnerable people can become when they are facing a foreclosure. Many of these people have not only signed away their homes, they paid a company to take it from them.

Arnel Reyes remembers the day he signed over the deed to his house to United Investments of Hayward. His wife had just lost her job and the couple was facing the foreclosure of their home in Bay Point.

"I couldn't afford a mortgage plus the other bills that we had, at that point I just wanted to save my credit," said Reyes.

United Investments charged Reyes \$2,000 to take possession of his home. He claims the company told him it had a potential buyer and could do a short sale. The contract made no guarantees a foreclosure could be prevented, but Reyes figured by signing up he could save his credit, if not his house.

"They said if they couldn't save it, they would foreclose on it under their name and not our name," said Reyes.

Hayward resident Lorenzo Lawson answered an ad on Craigslist from United Investment offering to rent out the Reyes home. Lawson said the company told him he might eventually be able to buy it.

"If they want to have me stay there, maybe I could rent to own," said Lawson.

He paid \$2,000 to United Investments before moving in and before he knew it, he found a foreclosure notice on his door. Lawson was forced to leave the home and the lender foreclosed on the Reyes' property. Reyes says he felt deceived.

"They said on the web site or on the interview we had in their office, that they would actually, you know, help us save our credit, and they would foreclose on them instead of us. But it didn't work out that way," said Reyes.

It didn't work out that way for a lot of other people too.

7 On Your Side checked public records. United Investments, also known as CAA International, has taken over the deeds of 15 properties since 2008 in Contra Costa County alone. Nine of the homes have already been foreclosed; foreclosures are pending on five of the remaining six properties.

California Attorney General Jerry Brown wouldn't talk about this case, but says these types of schemes are suspect.

"Actually, it's prevalent in

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man both Reyes and Lawson say they dealt with. 7 On Your Side showed up at his office several times in an attempt to see Renowitzky.

Renowitzky was nowhere to be found, but 7 On Your Side did find a cease and desist order against Renowitzky in 1999 from the state Department of Real Estate.

The order accused him of operating without a license. The Department of Real Estate said he was involved in at least 10 real estate transactions at this time. 7 On Your Side found the records for five of those transactions, and once again, United Investments talked homeowners into signing over the deeds of their home.

Four of the five transactions 7 On Your Side tracked, ended in foreclosure.

The fifth house belonged to the Johnsons of Richmond. They avoided foreclosure, but were surprised when they found out United Investments wasn't paying off their mortgage.

"They were collecting the rent from the tenant, but half the time not making the mortgage payment," said Cecilia Johnson.

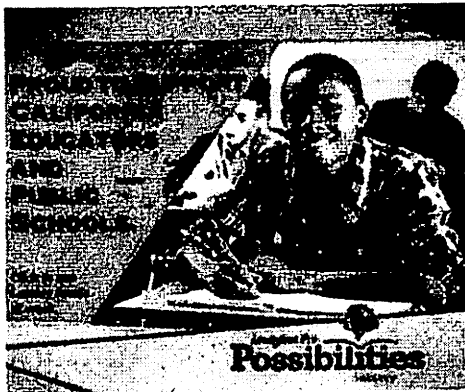
The name on United Investment's door now says Property Group. A spokesman told 7 On Your Side by phone that United Investments is no longer in business, but when it was, everything was fully disclosed to its clients.

Adding a bit of irony, 7 On Your Side found two homes listed in Renowitzky's name and both are in foreclosure.

Meantime, the Alameda County District Attorney's Office has launched an investigation of United Investments.

If you had any dealings with United Investments, e-mail 7 On Your Side here: Contact 7 On Your Side

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